

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS,**

In Re:)	BK No. 17-02828
)	
BOULOS F. ESTAFANOUS,)	
)	Chapter: 13
)	
Debtor)	
)	Honorable Judge Janet S. Baer
)	
)	

NOTICE OF MOTION

TO: Glenn B. Stearns, Chapter 13 Trustee (via ECF)
Boulos F. Estafanous, 8136 Portsmouth Drive, Darien, IL 60561 (via U.S. Mail)

PLEASE TAKE NOTICE that on April 7, 2017 at 10:00 a.m., the undersigned will appear before the Honorable Judge Janet S. Baer at Kane Courthouse, 100 S. 3rd Street, Courtroom 240, Geneva, IL 60134, and will then and there present the attached ATTORNEY'S APPLICATION FOR CHAPTER 13 COMPENSATION UNDER THE COURT-APPROVED RETENTION AGREEMENT, at which time you may appear if you so choose.

Certificate of Service

I, Orlando Velazquez, hereby certify that I caused a copy of this notice and attached ATTORNEY'S APPLICATION FOR CHAPTER 13 COMPENSATION UNDER THE COURT-APPROVED RETENTION AGREEMENT to be served, via U.S. mail to Boulos F. Estafanous and electronically through ECF to Glenn B. Stearns (Chapter 13 Trustee), on February 11, 2017, before the hour of 5:00 p.m. from the office located at 900 Jorie Blvd., Ste 150, Oak Brook, IL 60523.

By: /S/ ORLANDO VELAZQUEZ
SULAIMAN LAW GROUP, LTD
COUNSEL FOR DEBTOR(S)
900 JORIE BOULEVARD, SUITE 150
OAK BROOK, IL 60523
PHONE: (630) 575-8181
FAX: (630) 575-8188

Information to identify the case:Debtor 1 **Boulos F Estafanos**

First Name Middle Name Last Name

Social Security number or ITIN xxx-xx-6371

EIN -

Debtor 2

(Spouse, if filing)

First Name Middle Name Last Name

Social Security number or ITIN -

EIN -

United States Bankruptcy Court Northern District of Illinois

Date case filed for chapter 13 1/31/17

Case number: 17-02828

Official Form 309I**Notice of Chapter 13 Bankruptcy Case**

12/15

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Boulos F Estafanos	
2. All other names used in the last 8 years	aka Boulos Estafanos	
3. Address	8136 Portsmouth Drive Darien, IL 60561	
4. Debtor's attorney Name and address	Orlando Velazquez Sulaiman Law Group, LTD 900 Jorie Blvd Ste 150 Oak Brook, IL 60523	Contact phone 630-575-8181 Email: ovjd@yahoo.com
5. Bankruptcy trustee Name and address	Glenn B Stearns 801 Warrenville Road Suite 650 Lisle, IL 60532	Contact phone 630-981-3888
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov .	Eastern Division 219 S Dearborn 7th Floor Chicago, IL 60604	Hours open: 8:30 a.m. until 4:30 p.m. except Saturdays, Sundays and legal holidays. Contact phone 1-866-222-8029 Date: 2/1/17

For more information, see page 2

Debtor **Boulos F Estafanous**

Case number 17-02828

7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	March 1, 2017 at 12:30 PM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: 801 Warrenville Rd, Ste 655, Lisle, IL 60532-3614
Debtors must bring a picture ID and proof of their Social Security Number.		
8. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	Deadline to file a complaint to challenge dischargeability of certain debts:	Filing deadline: 5/1/17
You must file: <ul style="list-style-type: none"> a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4). 		
Deadline for all creditors to file a proof of claim (except governmental units):		Filing deadline: 5/30/17
Deadline for governmental units to file a proof of claim:		Filing deadline: 7/31/17
Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.		
Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.		Filing deadline: 30 days after the conclusion of the meeting of creditors
9. Filing of plan	The debtor has filed a plan. The plan or a summary of the plan is enclosed. The hearing on confirmation will be held on: 4/7/17 at 10:00 AM, Location: 100 S 3rd Street, Courtroom 240, Geneva, IL 60134	
The Disclosure of Compensation has been filed and the debtor's attorney is requesting fees of \$ 4000.00 If there are no objections, the Court may confirm the plan and allow fees requested by debtor's counsel to be paid through the plan.		
10. Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
11. Filing a chapter 13 bankruptcy case	Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy or summary of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.	
12. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov . If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.	
13. Discharge of debts	Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 8.	

Certificate of Notice Page 3 of 4
United States Bankruptcy Court
Northern District of IllinoisIn re:
Boulos F Estafanous
DebtorCase No. 17-02828-JSE
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0752-1

User: pseamann
Form ID: 3091Page 1 of 2
Total Noticed: 23

Date Rcvd: Feb 01, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 03, 2017.

db +Boulos F Estafanous, 8136 Portsmouth Drive, Darien, IL 60561-5224
tr +Glenn B Stearns, 801 Warrenville Road Suite 650, Lisle, IL 60532-4350
25299345 +ABC Bank f/n/a Austin Bank of Chicago, 5645 W Lake Street, Chicago, IL 60644-1956
25299353 ++CHOICE RECOVERY INC, 1550 OLD HENDERSON ROAD, STE 100, COLUMBUS OH 43220-3662
(address filed with court: Choice Recovery Inc, 1550 Old Henderson Rd Ste 100, Columbus, OH 43220)
25299357 +DiMonte & Lizak, LLC, 216 W. Higgins Road, Park Ridge, IL 60068-5706
25299361 +Manley Deas Kochalski LLC, One East Wacker, Suite 1250, Chicago, IL 60601-1980
25299362 +Premier Endodontic Association, 522 Chestnut Street, Hinsdale, IL 60521-3174
25299363 +Robbins Salomon & Patt, Ltd, 180 N LaSalle Street, Ste 3300, Chicago, IL 60601-2808
25299364 +Twenty- First Century Pediatrics, 640 South Washington Street, Naperville, IL 60540-6791

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

aty E-mail/Text: ovjdy@yahoo.com Feb 02 2017 01:43:03 Orlando Velazquez,
Sulaiman Law Group, LTD, 900 Jorie Blvd, Ste 150, Oak Brook, IL 60523
ust +E-mail/Text: USTPREGION11.ES.ECF@USDOJ.GOV Feb 02 2017 01:44:09 Patrick S Layng,
Office of the U.S. Trustee, Region 11, 219 S Dearborn St, Room 873,
Chicago, IL 60604-2027
25299347 EDI: CAPITALONE.COM Feb 02 2017 01:03:00 Capital One, 15000 Capital One Dr,
Richmond, VA 23238
25299346 +EDI: CAPITALONE.COM Feb 02 2017 01:03:00 Capital One, PO Box 30285,
Salt Lake City, UT 84130-0285
25299349 +E-mail/Text: contact@csicollects.com Feb 02 2017 01:46:11 Certified Services Inc,
1733 Washington Street, Waukegan, IL 60085-5192
25299348 +E-mail/Text: contact@csicollects.com Feb 02 2017 01:46:11 Certified Services Inc,
Po Box 177, Waukegan, IL 60079-0177
25299350 +EDI: CHASE.COM Feb 02 2017 01:03:00 Chase Card, Attn: Correspondence, PO Box 15298,
Wilmington, DE 19850-5298
25299352 +EDI: CHASE.COM Feb 02 2017 01:03:00 Chase Card, Po Box 15298, Wilmington, DE 19850-5298
25299355 +EDI: RCSFNBMARIN.COM Feb 02 2017 01:03:00 Credit One Bank NA, PO Box 98873,
Las Vegas, NV 89193-8873
25299356 +EDI: RCSFNBMARIN.COM Feb 02 2017 01:03:00 Credit One Bank Na, Po Box 98875,
Las Vegas, NV 89193-8875
25299358 +E-mail/Text: collector@dupageco.org Feb 02 2017 01:43:50 Dupage County Treasurer,
421 N. County Farm Road, Wheaton, IL 60187-3992
25299360 EDI: IRS.COM Feb 02 2017 01:03:00 Internal Revenue Service,
Centralized Insolvency Operation, PO Box 21126, Philadelphia, PA 19114-0326
25299359 E-mail/Text: rev.bankruptcy@illinois.gov Feb 02 2017 01:44:25
Illinois Department of Revenue, Bankruptcy Section, PO Box 64338, Chicago, IL 60664-0338
25299365 +EDI: WFFC.COM Feb 02 2017 01:03:00 Wells Fargo Home Mortgage, P.O.Box 10335,
Des Moines, IA 50306-0335

TOTAL: 14

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

25299354* ++CHOICE RECOVERY INC, 1550 OLD HENDERSON ROAD, STE 100, COLUMBUS OH 43220-3662
(address filed with court: Choice Recovery Inc, PO Box 20790, Columbus, OH 43220)
25299351* +Chase Card, Attn: Correspondence, PO Box 15298, Wilmington, DE 19850-5298

TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g) (4).**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.****Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 03, 2017

Signature: /s/Joseph Speetjens

District/off: 0752-1

User: pseamann
Form ID: 309I

Page 2 of 2
Total Noticed: 23

Date Rcvd: Feb 01, 2017

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 1, 2017 at the address(es) listed below:

Glenn B Stearns mcguckin_m@lisle13.com
Orlando Velazquez on behalf of Debtor 1 Boulos F Estafanous ovjd@yahoo.com,
mbadwan@sulaimanlaw.com;courtinfo@sulaimanlaw.com;bkyccourtinfo@gmail.com;ECFNotice@sulaimanlaw.co
m;sulaiman.igotnotices@gmail.com;bkecf_sulaiman@bkexpress.info
Patrick S Layng USTPRegion11.ES.ECF@usdoj.gov

TOTAL: 3

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	BK No.: 17-02828
BOULOS F. ESTAFANOUS)	
)	Chapter: 13
)	Honorable Janet S. Baer
)	DuPage
Debtor(s))	

**ATTORNEY'S APPLICATION FOR CHAPTER 13 COMPENSATION UNDER
THE COURT-APPROVED RETENTION AGREEMENT**
(Use for cases filed on or after April 20, 2015)

The undersigned attorney seeks compensation pursuant to 11 U.S.C. § 330(a)(4)(B) and the **Court-Approved Retention Agreement** executed by the debtor(s) and the attorney, for representing the interests of the debtor(s) in this case.

Use of Court-Approved Retention Agreement:

The attorney and the debtor(s) have entered into the Court-Approved Retention Agreement.

Attorney Certification:

The attorney hereby certifies that:

1. All disclosures required by General Order No. 11-2 have been made.
2. The attorney and the debtor(s) have either:
 - (i) not entered into any other agreements that provide for the attorney to receive:
 - a. any kind of compensation, reimbursement, or other payment, or
 - b. any form of, or security for, compensation, reimbursement, or other payment that varies from the Court-Approved Retention Agreement; or
 - (ii) have specifically discussed and understand that:
 - a. the Bankruptcy Code may require a debtor's attorney to provide the debtor with certain documents and agreements at the start of the representation;
 - b. the terms of the Court-Approved Retention Agreement take the place of any conflicting provision in an earlier agreement;
 - c. the Court-Approved Retention Agreement cannot be modified in any way by other agreements; and
 - d. any provision of another agreement between the debtor and the attorney that conflicts with the Court-Approved Retention Agreement is void.

Compensation sought for services in this case pursuant to the Court-Approved Retention Agreement:

\$ 4,000.00 flat fee for services through case closing

Reimbursement sought for expenses in this case:

\$ for filing fee paid by the attorney with the attorney's funds

\$ for other expenses incurred in connection with the case and paid by the attorney with the attorney's funds (itemization must be attached)

\$ Total reimbursement requested for expenses.

Funds previously paid to the attorney by or on behalf of the debtor(s) in the year before filing this case and not reflected in or related to the Court-Approved Retention Agreement:

☒ None

A total of \$.

Date of Application: 2/11/2017

Attorney Signature /s/ Orlando Velazquez

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint* case. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days **before** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Northern District of Illinois

In re **Boulos F Estafanous**

Debtor(s)

Case No.

Chapter **13**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	4,000.00
Prior to the filing of this statement I have received	\$	4,000.00
Balance Due	\$	0.00

2. \$ **310.00** of the filing fee has been paid.

3. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

4. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- [Other provisions as needed]

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

January 30, 2017

Date

/s/ Orlando Velazquez

Orlando Velazquez

Signature of Attorney

Sulaiman Law Group, Ltd.

900 Jorie Boulevard

Suite 150

Oak Brook, IL 60523

630-575-8181 Fax: 630-575-8188

courtinfo@sulaimanlaw.com

Name of law firm

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS**

**RIGHTS AND RESPONSIBILITIES AGREEMENT BETWEEN
CHAPTER 13 DEBTORS AND THEIR ATTORNEYS**

(Court-Approved Retention Agreement, Use for cases filed on or after September 19, 2016)

Chapter 13 gives debtors important rights, such as the right to keep property that could otherwise be lost through repossession or foreclosure, but Chapter 13 also puts burdens on debtors, such as the burden of making complete and truthful disclosures of their financial situation. It is important for debtors who file a Chapter 13 bankruptcy case to understand their rights and responsibilities in bankruptcy. In this connection, the advice of an attorney is often crucial. Debtors are entitled to certain services from their attorneys, but debtors also have responsibilities to their attorneys. In order to assure that debtors and their attorneys understand their rights and responsibilities in the Chapter 13 process, the judges of the Bankruptcy Court for the Northern District of Illinois have approved this agreement, setting out the rights and responsibilities of both debtors in Chapter 13 and their attorneys, including how their attorneys will be paid for their services in the Chapter 13 case. By signing this agreement, debtors and their attorneys accept these responsibilities.

The Bankruptcy Code may require a debtor's attorney to provide the debtor with certain documents and agreements at the start of the representation. The terms of this court-approved agreement take the place of any conflicting provision in an earlier agreement. This agreement cannot be modified in any way by other agreements. Any provision of another agreement between the debtor and the attorney that conflicts with this agreement is void.

A. BEFORE THE CASE IS FILED

THE DEBTOR AGREES TO:

1. Discuss with the attorney the debtor's objectives in filing the case.
2. Provide the attorney with full, accurate and timely information, financial and otherwise, including properly documented proof of income.

THE ATTORNEY AGREES TO:

1. Personally counsel the debtor regarding the advisability of filing either a Chapter 13 or a Chapter 7 case, discuss both procedures (as well as non-bankruptcy options) with the debtor, and answer the debtor's questions.
2. Personally explain to the debtor that the attorney is being engaged to represent the debtor on all matters arising in the case, as required by Local Bankruptcy Rule, and explain how and when the attorney's fees and the trustee's fees are determined and paid.

3. Personally review with the debtor and sign the completed petition, plan, statements, and schedules, as well as all amendments thereto, whether filed with the petition or later. (The schedules may be initially prepared with the help of clerical or paralegal staff of the attorney's office, but personal attention of the attorney is required for the review and signing.)
4. Timely prepare and file the debtor's petition, plan, statements, and schedules.
5. Explain to the debtor how, when, and where to make all necessary payments, including both payments that must be made directly to creditors and payments that must be made to the Chapter 13 trustee, with particular attention to housing and vehicle payments.
6. Advise the debtor of the need to maintain appropriate insurance.

B. AFTER THE CASE IS FILED

THE DEBTOR AGREES TO:

1. Make the required payments to the trustee and to whatever creditors are being paid directly or, if required payments cannot be made, to notify the attorney immediately.
2. Appear punctually at the meeting of creditors (also called the "341 meeting") with recent proof of income and a picture identification card. (If the identification card does not include the debtor's social security number, the debtor must also bring to the meeting a social security card.) The debtor must be present in time for check-in and, when the case is called, for the actual examination.
3. Notify the attorney of any change in the debtor's address or telephone number.
4. Inform the attorney of any wage garnishments or liens or levies on assets that occur or continue after the filing of the case.
5. Contact the attorney immediately if the debtor loses employment, has a significant change in income, or experiences any other significant change in financial situation (such as serious illness, marriage, divorce or separation, lottery winnings, or an inheritance).
6. Notify the attorney if the debtor is sued or wishes to file a lawsuit (including divorce).
7. Inform the attorney if any tax refunds to which the debtor is entitled are seized or not received when due from the IRS or Illinois Department of Revenue.
8. Contact the attorney before buying, refinancing, or selling real property and before entering into any loan agreement.
9. Supply the attorney with copies of all tax returns filed while the case is pending.

THE ATTORNEY AGREES TO:

1. Advise the debtor of the requirement to attend the meeting of creditors and notify the debtor of the date, time, and place of the meeting.
2. Inform the debtor that the debtor must be punctual and, in the case of a joint filing, that both spouses must appear at the same meeting.
3. Provide knowledgeable legal representation for the debtor at the meeting of creditors (in time for check-in and the actual examination) and, unless excused by the trustee, for the confirmation hearing.
4. If the attorney will be employing another attorney to attend the 341 meeting or any court hearing, personally explain to the debtor, in advance, the role and identity of the other attorney and provide the other attorney with the file in sufficient time to review it and properly represent the debtor.
5. Timely submit to the Chapter 13 trustee properly documented proof of income for the debtor, including business reports for self-employed debtors.
6. Timely respond to objections to plan confirmation and, where necessary, prepare, file, and serve an amended plan.
7. Timely prepare, file, and serve any necessary statements, amended statements, and schedules and any change of address, in accordance with information provided by the debtor.
8. Monitor all incoming case information (including, but not limited to, Order Confirming Plan, Notice of Intent to Pay Claims, and 6-month status reports) for accuracy and completeness. Contact the trustee promptly regarding any discrepancies.
9. Be available to respond to the debtor's questions throughout the term of the plan.
10. Prepare, file, and serve timely modifications to the plan after confirmation, when necessary, including modifications to suspend, lower, or increase plan payments.
11. Prepare, file, and serve necessary motions to buy or sell property and to incur debt.
12. Object to improper or invalid claims.
13. Timely respond to the Chapter 13 trustee's motions to dismiss the case, such as for payment default or unfeasibility, and to motions to increase the percentage payment to unsecured creditors.
14. Timely respond to motions for relief from stay.
15. Prepare, file, and serve all appropriate motions to avoid liens.
16. Prepare, file, and serve a notice of conversion to Chapter 7, pursuant to § 1307(a) of the Bankruptcy Code and Local Bankruptcy Rule 1017-1.
17. Provide any other legal services necessary for the administration of the case.

C. TERMINATION OR CONVERSION OF THE CASE AFTER ENTRY OF AN ORDER APPROVING FEES AND EXPENSES

1. Approved fees and expenses paid under the provisions set out below are generally not refundable in the event that the case is dismissed prior to its completion, unless the dismissal is due to a failure by the attorney to comply with the duties set out in this agreement. If such a dismissal is due to a failure by the attorney, the court may order a refund of fees on motion by the debtor.
2. If the case is dismissed after approval of the fees and expenses but before payment of all allowed fees and expenses, the order entered by the Bankruptcy Court allowing the fees and expenses is not a judgment against the debtor for the unpaid fees and expenses based on contract law or otherwise.
3. If the case is converted to a case under Chapter 7 after approval of the fees and expenses under this agreement but before the payment of all fees and expenses, the attorney will be entitled to an administrative claim in the Chapter 7 case for any unpaid fees and expenses, pursuant to § 726(b) of the Bankruptcy Code, plus any conversion fee the attorney pays on behalf of the debtor.

D. RETAINERS AND PREVIOUS PAYMENTS

1. The attorney may receive a retainer or other payment before filing the case but may not receive fees directly from the debtor after the filing of the case. Unless the following provision is checked and completed, any retainer received by the attorney will be treated as a security retainer, to be placed in the attorney's client trust account until approval of a fee application by the court.

■ The attorney seeks to have the retainer received by the attorney treated as an advance payment retainer, which allows the attorney to take the retainer into income immediately. The attorney hereby provides the following further information and representations:

- (a) The special purpose for the advance payment retainer and why it is advantageous to the debtor is as follows:
Debtor's attorney received \$4,000.00 from the Debtor prior to filing the case as an advanced payment in compensation of: (1) analysis of financial situation; (2) consultation on various bankruptcy and non-bankruptcy options; (3) preparation of documents;
- (b) The retainer will not be held in a client trust account and will become property of the attorney upon payment and will be deposited into the attorney's general account;
- (c) The retainer is a flat fee for the services to be rendered during the Chapter 13 case and will be applied for such services without the need for the attorney to keep detailed hourly time records for the specific services performed for the debtor;

- (d) Any portion of the retainer that is not earned or required for expenses will be refunded to the client; and
- (e) The attorney is unwilling to represent the debtor without receiving an advanced payment retainer because of the nature of the Chapter 13 case, the fact that the great majority of services for such case are performed prior to its filing, and the risks associated with the representation of debtors in bankruptcy cases in general.

2. In any application for compensation, the attorney must disclose to the court any fees or other compensation paid by the debtor to the attorney for any reason within the one year before the case filing, including the date(s) any such fees were paid.

E. CONDUCT AND DISCHARGE

1. *Improper conduct by the attorney.* If the debtor disputes the sufficiency or quality of the legal services provided or the amount of the fees charged by the attorney, the debtor may file an objection with the court and request a hearing.

2. *Improper conduct by the debtor.* If the attorney believes that the debtor is not complying with the debtor's responsibilities under this agreement or is otherwise engaging in improper conduct, the attorney may apply for a court order allowing the attorney to withdraw from the case.

3. *Discharge of the attorney.* The debtor may discharge the attorney at any time.

[Remaining page intentionally left blank.]

F. ALLOWANCE AND PAYMENT OF ATTORNEYS' FEES AND EXPENSES

1. Any attorney retained to represent a debtor in a Chapter 13 case is responsible for representing the debtor on all matters arising in the case unless otherwise ordered by the court. For all of the services outlined above, the attorney will be paid a flat fee of \$4,000.00.

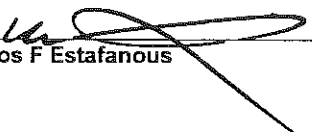
2. In addition, the debtor will pay the filing fee required in the case and other expenses of \$310.00.


3. Before signing this agreement, the attorney has received , \$4,000.00 toward the flat fee, leaving a balance due of \$0.00; and \$0.00 for expenses, leaving a balance due for the filing fee of \$0.00.

4. In extraordinary circumstances, such as extended evidentiary hearings or appeals, the attorney may apply to the court for additional compensation for these services. Any such application must be accompanied by an itemization of the services rendered, showing the date, the time expended, and the identity of the attorney performing the services. The debtor must be served with a copy of the application and notified of the right to appear in court to object.

Date: January 30, 2017

Signed:


Boulos F Estafanous


Orlando Velazquez
Attorney for the Debtor(s)

Debtor(s)

Do not sign this agreement if the amounts are blank.

Local Bankruptcy Form 23c